

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

SHIRLEY GRAHAM-JOHNSON, JEROME JOHNSON,
LENORA GRAHAM, and SHIRLEY GRAHAM-JOHNSON
as legal guardian of K.G.J., R.D., A.J., M.J., Ra.J.F., and
R.J.F.,

Plaintiffs,

-against-

THE CITY OF ALBANY, RICHARD LAJOY, in his
individual capacity, DANIEL SHERMAN, in his individual
capacity, VALERIE SCOTT, in her individual capacity, and
M. CRISTO, INC.,

Defendants.

THE CITY OF ALBANY, RICHARD LAJOY, in his individual
capacity, DANIEL SHERMAN, in his individual capacity,
VALERIE SCOTT, in her individual capacity,

Third-Party Plaintiffs,

-against-

R. RUSSEL REEVES, JOSEPH SARLO, and LOURDES
SARLO,

Third-Party Defendants.

**INFANT COMPROMISE
ORDER**

**Civil Action No. 1:19-cv-
01274
(BKS/CFH)**

HON. BRENDA K. SANNES, United States District Judge:

ORDER

Upon the reading and filing of affidavit of Shirley Graham-Johnson, the mother and legal guardian of the infant children, R.D., A.J., M.J., Ra.J.F., and R.J.F, and the affidavit of Matthew E. Minniefield, Esq., as Plaintiffs' attorney, and the exhibits attached thereto; and upon all the exhibits, papers, pleadings and proceedings heretofore had herein and/or attached hereto including but not limited to a Proposed Settlement Agreement; and

WHEREAS Plaintiffs seek judicial approval of a proposed settlement of this action, which includes resolution of claims on behalf of the infant plaintiffs, for the sums set forth below

and judicial approval of amounts to be paid as and for Plaintiffs' attorney's fees and disbursements; and

WHEREAS Plaintiffs, Defendants, and Third-Party Defendants agreed upon the sum of ONE-HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$115,000.00) as to the total cost of the settlement herein; and

WHEREAS the total settlement cost is comprised of THIRTY-SEVEN SEVEN HUNDRED FORTY and 25/100 DOLLARS (\$37,740.25), being paid to the City of Albany in full and final satisfaction of a lien asserted by the City of Albany in connection with demolition of Plaintiffs' premises, and FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) in a reduction of the lien asserted by the City of Albany in connection with demolition of Plaintiffs' premises, plus SEVENTY-TWO THOUSAND TWO HUNDRED FIFTY-NINE and 75/100 DOLLARS (\$72,259.75), paid to the Plaintiffs as outlined below; and

WHEREAS the infant plaintiffs are now approximately 3, 6, 13, 15, and 17 years of age; and

WHEREAS none of the payments made to a plaintiff infant are greater than \$10,000.00; and

WHEREAS all of the infant plaintiffs reside with Plaintiff Shirley Graham-Johnson; and

WHEREAS Plaintiffs and their attorney having appeared before me by videoconference, on May 13, 2022, and the appearance of the infant plaintiffs having been excused for good cause; and

WHEREAS the Court has had due deliberations on this application, and made a due and diligent inquiry into the circumstances underlying this action and the proposed settlement

sufficient to determine that the best interests of the infant plaintiffs will be served by approval of this proposed settlement;

NOW, on motion of Cooper Erving & Savage LLP., attorneys for Plaintiffs; it is hereby:

ORDERED that, conditioned upon compliance with the terms of this Order, Shirley Graham-Johnson be and hereby is authorized and empowered to settle this action, including the claims on behalf of the infant plaintiffs, for the total settlement cost of ONE-HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$115,000.00), to be paid as set forth below, and to execute and deliver a settlement agreement and general release conditioned upon the payment of that sum as well as any and all other instruments necessary to effectuate the proposed settlement; and Plaintiffs' attorneys are authorized and empowered to execute and deliver a stipulation of discontinuance as well as any and all other instruments necessary to effectuate the proposed settlement; and it is further

ORDERED that for the legal services rendered to the Plaintiffs and on behalf of the infant plaintiffs by Cooper Erving & Savage LLP, and for the disbursements expended by said attorneys, they are hereby allowed and awarded the sum of FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTEEN AND 00/100 DOLLARS (\$53,713.00); and it is further

ORDERED that Defendants (and/or its insurer) shall pay the total settlement cost within thirty (30) days of the service of this signed order as follows:

- a. Cristo shall pay a total of \$85,000.00 (EIGHTY-FIVE THOUSAND DOLLARS AND NO CENTS), broken down as follows:

- i. \$37,740.25, payable to "The City of Albany;" in full and final satisfaction of the lien asserted by the City of Albany in connection with the

demolition of plaintiff's premises located at 170 Orange Street (SBL 65.81-6-49); and

- ii. \$47,259.75, payable to the Plaintiffs in full and final settlement of all claims and cross-claims asserted against Cristo in this Action.
- b. Cristo further agrees to discontinue any cross-claims, third-party claims, and any other claims against the Albany Defendants, Reeves, and Sarlo in this Action, with prejudice.
- c. Third-Party Defendant R. RUSSEL REEVES ("Reeves") shall pay a total of \$20,000.00 (TWENTY THOUSAND DOLLARS AND NO CENTS), payable to the Plaintiffs in full and final settlement of all claims, cross-claims and third party claims asserted against Reeves in this Action. Reeves further agrees to discontinue any cross-claims and other claims against the Albany Defendants, Cristo, and Sarlo in this Action, with prejudice.
- d. Third-Party Defendants JOSEPH SARLO and LOURDES SARLO ("Sarlo") shall pay a total of \$5,000.00 (FIVE THOUSAND DOLLARS AND NO CENTS), payable to the Plaintiffs in full and final settlement of all claims, cross-claims and third party claims asserted against Sarlo in this Action. Sarlo further agrees to discontinue any cross-claims and other claims against the Albany Defendants, Cristo, and Reeves in this Action, with prejudice

- e. The City of Albany, in consideration of this settlement, agrees to obtain the approvals necessary to waive \$5,000.00 of its asserted lien relating to the demolition of Plaintiffs' residence, reducing that lien from \$42,740.25 to \$37,740.25, which is payable in full by Cristo pursuant to Paragraph (a)(i) above, and Albany Defendants agree to discontinue any cross-claims, third-party claims, and any other claims against Reeves, Cristo, and Sarlo in this Action, with prejudice; and it is further

ORDERED The total proceeds payable to Plaintiffs as a result of the above are \$72,259.75 and are to be distributed as follows:

- a. \$13,713.00 to Plaintiffs' counsel Cooper Erving & Savage LLP for disbursements made on behalf of Plaintiffs during the course of litigation;
- b. \$40,000.00 to Cooper Erving & Savage LLP for payment in full of attorneys' fees;
- c. \$2,060.75 to Plaintiff Shirley Graham-Johnson;
- d. \$2,060.75 to Plaintiff Jerome Johnson;
- e. \$2,060.75 to Plaintiff Lenora Graham;
- f. \$2,060.75 to Plaintiff K.J.;
- g. \$2,060.75 to Plaintiff R.D., to be held for her benefit by her mother Shirley Graham-Johnson;
- h. \$2,060.75 to Plaintiff A.J., to be held for his benefit by his mother Shirley Graham-Johnson;
- i. \$2,060.75 to Plaintiff M.J., to be held for his benefit by his mother Shirley Graham-Johnson;

j. \$2,060.75 to Plaintiff Ra.J.F., to be held for her benefit by her mother Shirley Graham-Johnson;

k. \$2,060.75 to Plaintiff R.J.F., to be held for his benefit by his mother Shirley Graham-Johnson; and it is further

ORDERED that Plaintiffs' attorneys shall serve upon Plaintiffs a copy of this executed order and all supporting papers, and counsel shall e-file a copy of all of the above with all confidential personal information redacted as required by applicable law, together with proof of service of same; and it is further

ORDERED that, upon full payment of the amounts set forth herein and execution of the settlement agreement, Defendants and their insurers shall have no further liability herein.

IT IS SO ORDERED.

Dated: May 13, 2022
Syracuse, New York


Brenda K. Sannes
U.S. District Judge